

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA,	)	Civil Action No. Civil No. 6:22-cv-358
	)	(DNH/TWD)
v.	)	
	)	
2021 LEXUS LX 570,	)	
Defendant.	)	

**STIPULATION OF SETTLEMENT**

**WHEREAS**, this Stipulation of Settlement is entered into by and between the United States of America, acting through United States Attorney Carla B. Freedman and Assistant United States Attorney Elizabeth A. Conger, and Toyota Motor Credit Corp. (“TMCC”), collectively referred to as “the Parties” herein;

**WHEREAS**, the government, brought this *in rem* action pursuant to 21 U.S.C. § 881(a)(6) and Rule G of the Supplemental Rules for Certain Admiralty or Maritime Claims and Asset Forfeiture Actions for the forfeiture of a certain 2021 Lexus LX 570 bearing vehicle identification number JTJDY7AX6M4339646 (“the Subject Vehicle”), (ECF Doc. No. 1);

**WHEREAS**, on July 11, 2022, TMCC filed an Answer to the government’s complaint by and through its counsel, The Law Offices of Rudolph J. Meola (John M. Dubuc, of counsel), (ECF Doc. No. 8.);

**WHEREAS**, on December 28, 2022, TMCC filed a claim pursuant to Rule G(5) of the Supplemental Rules in which it asserts that it holds a duly perfected security interest in the Subject Vehicle, (ECF Doc. No. 9); and

**WHEREAS**, the Parties have agreed to resolve this matter pursuant to the following terms;

**IT IS AGREED AND STIPULATED that:**

1. TMCC shall make a payment to the government for the government's expenses in the amount of \$2,633.75 as of December 31, 2022 reflecting the care and maintenance of the Subject Vehicle by the United States Marshals Service ("USMS") since the date of the seizure of the Subject Vehicle, plus additional storage fees in the amount of \$8.25 per day from January 1, 2023 until the date the vehicle is released.

2. Payment to the government of said expenses shall be made to the USMS in the following manner: by check payable to the U.S. Marshals Service and mailed to United States Marshals Service, Northern District of New York, PO Box 7260, 100 South Clinton Street, Syracuse, New York 13261, to the attention of Yolanda Brzostowski, District Asset Forfeiture Coordinator. The check should reference CATS ID #22-DEA-686278.

3. The government shall release the Subject Vehicle to TMCC in its present condition upon payment to the USMS of the expenses identified in paragraph 1 above.

4. Upon release of the Subject Vehicle by the government, TMCC shall dispose of the Subject Vehicle in a commercially reasonable manner, shall apply the proceeds of the sale to the outstanding balance on the account, and shall provide the government with an accounting and documentation of the sale.

5. The government and TMCC agree that the outstanding balance on the account owed to TMCC is \$54,077.25 through March 13, 2023.

6. After the application of the proceeds of the sale to the outstanding balance identified in paragraph 5 above, and to any amounts paid to the government identified in paragraph 1, above, TMCC will remit to the government payment of the excess proceeds from the sale of the Subject Vehicle.

7. Payment to the government of the excess proceeds from the sale of the Subject Vehicle shall be made in the following manner: by check payable to the U.S. Marshals Service and mailed to United States Marshals Service, Northern District of New York, PO Box 7260, 100 South Clinton Street, Syracuse, New York 13261, to the attention of Yolanda Brzostowski, District Asset Forfeiture Coordinator. The check should reference CATS ID #22-DEA-686278.

8. Upon the government's receipt of payment for the excess proceeds from the sale of the Subject Vehicle, the government will submit to the Court a proposed Order of Forfeiture and Judgment for the forfeiture of these funds to the government.

9. Except for the obligations stated in paragraphs 1 through 4 and 6 through 8, above, which shall be released only by performance, the execution of this stipulation shall effect a release between TMCC and the government as follows: TMCC releases all claims and causes of action against the government, its agents, representatives, and attorneys that in any way relate to the Subject Vehicle and/or this proceeding/action described above; and the government, its officers, agents, affiliates, and related entities release all claims against TMCC, its agents, representatives, and attorneys, that in any way relate to the Subject Vehicle and/or this proceeding/action described above.

10. This Stipulation of Settlement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Stipulation of Settlement is the United States District Court for the Northern District of New York. For purposes of construing this Stipulation of Settlement, this Stipulation of Settlement shall be deemed to have been drafted by all Parties to this Stipulation of Settlement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

11. This Stipulation of Settlement constitutes the complete Stipulation of Settlement between the Parties. This Stipulation of Settlement may not be amended except by written consent of the Parties.

12. The undersigned parties and individuals represent and warrant that they are fully authorized to execute this Stipulation of Settlement on behalf of the persons and entities indicated below.

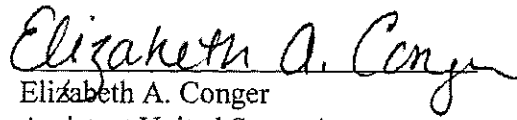
13. This Stipulation of Settlement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation of Settlement.

14. This Stipulation of Settlement is binding on TMCC's successors, transferees, heirs, and assigns.

**FOR THE UNITED STATES**

CARLA B. FREEDMAN  
United States Attorney

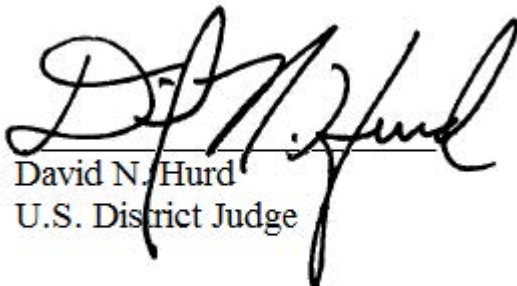
Dated: March 6,, 2023

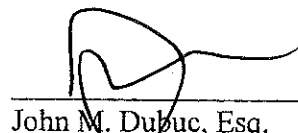
  
Elizabeth A. Conger  
Assistant United States Attorney  
Bar Roll No. 520872

**FOR THE CLAIMANT**

Dated: March 6, 2023

**IT IS SO ORDERED:**

  
David N. Hurd  
U.S. District Judge

  
John M. Dubuc, Esq.  
Law Office of Rudolph J. Meola  
Attorneys for Toyota Motor Credit Corp.  
1822 Western Avenue  
Albany, New York 12203  
Phone: (518) 713-2030

03-14-2023  
Dated: \_\_\_\_\_